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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HILDA L. SOLIS,
Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

VICMOJESS ENTERPRISES, INC. doing
business as **SOLE MIO**,

Defendant.

Case No.: CV 11-1522 AHM (FMOx)

CONSENT JUDGMENT

Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor (“Secretary”), and Defendant Vicmojess Enterprises, Inc. doing business as Sole Mio (“Defendant”), have agreed to resolve the matters in controversy in this civil action and consent to the entry of this Consent Judgment in accordance herewith:

A. The Secretary has filed a Complaint alleging that the Defendant violated provisions of Sections 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of 1938, as amended (“FLSA”).

B. The Defendant has appeared by counsel and acknowledges receipt of a copy of the Secretary’s Complaint.

C. The Defendant waives issuance and service of process and waives answer

1 and any defenses to the Secretary's Complaint.

2 D. The Secretary and Defendant waive Findings of Fact and Conclusions of
3 Law, and agree to the entry of this Consent Judgment in settlement of this action, with-
4 out further contest.

5 E. The Defendant admits that the Court has jurisdiction over the parties and
6 subject matter of this civil action and that venue lies in the Central District of California.

7 It is therefore, upon motion of the attorneys for the Secretary, and for cause
8 shown,

9 ORDERED, ADJUDGED, AND DECREED that the Defendant, its officers,
10 agents, servants, and employees and those persons in active concert or participation with
11 it who receive actual notice of this order (by personal service or otherwise) be, and they
12 hereby are, permanently enjoined and restrained from violating the provisions of Section
13 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of 1938, as amended
14 ("FLSA"), in any of the following manners:

15 1) Defendant shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1),
16 transport, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or
17 sell with knowledge or reason to believe that shipment, delivery, or sale in commerce is
18 intended) goods in the production of which any employee (of the Defendant or other(s))
19 has been employed in violation of the FLSA's minimum wage (29 U.S.C. § 206) or
20 overtime pay provisions (29 U.S.C. § 207);

21 2) On or before January 31, 2011, Defendant shall not fail to disgorge, from
22 the gross proceeds of its having sold or shipped in commerce goods that had been
23 worked on by employees of Blue Sil, Inc. who were not paid the minimum wage and/or
24 overtime required by the FLSA, 29 U.S.C. §§ 206 and/or 207, an amount sufficient to
25 pay to such employees the back wages due to them under the FLSA. The amount hereby
26 found due to these employees is \$97,604.35 for the period from January 11, 2009
27 through January 10, 2011. Payment shall be by cashier's check, certified check or
28 money order, made payable to Wage and Hour, Labor, with the words "Sole Mio/Blue

1 Sil BW” written thereon.

2 The attached Exhibit 1 shows the names of each employee, the period of employ-
3 ment covered by this Consent Judgment, and the gross backwage amount due to the em-
4 ployee. The Secretary shall allocate and distribute the remittances, or the proceeds
5 thereof, to the persons named in the attached Exhibit 1, or to their estates if that be nec-
6 essary, in her sole discretion, and any money not so paid within a period of three years
7 from the date of its receipt, because of an inability to locate the proper persons or be-
8 cause of their refusal to accept it, shall be deposited by the Secretary in a special deposit
9 account for payment to the proper persons and upon such inability to pay within 3 years,
10 shall then be deposited in the Treasury of the United States, as miscellaneous receipts,
11 pursuant to 29 U.S.C. § 216(c);

12 3) Defendant shall discuss the following subjects with the owner or top man-
13 agement official of all sewing, cutting, finishing, trimming and printing contractors
14 (hereafter “contractor(s)”) with whom it does business in order to assess the contractor’s
15 willingness and ability to understand and comply with the FLSA prior to entering into
16 any agreement with the contractor for its services. Defendant shall maintain for a period
17 of three years documentation showing that these subjects have been discussed and pro-
18 duce this documentation to representatives of the Secretary of Labor upon their request:

19 A. The terms of the FLSA, including the contractor’s obligation to pay
20 minimum wage and overtime and maintain accurate records of the hours worked
21 by and wages paid to its employees;

22 B. Whether the proposed price terms are such that the contractor will be
23 able to comply with the FLSA’s minimum wage and overtime requirements;

24 C. The contractor’s willingness and ability, in light of the contractor’s
25 prior compliance history, involvement in the industry and financial resources, to
26 understand and comply with the FLSA;

27 D. The contractor’s obligation to inform Defendant immediately when-
28 ever the contractor is unable to meet any requirement of the FLSA;

1 E. The Defendant will require the contractor to maintain true and accu-
2 rate payroll records, and records of hours worked by all persons who work on
3 goods produced for the Defendant. The contractor shall make these records avail-
4 able to the Defendant and the U. S. Dept. of Labor upon request.

5 Defendant shall supply copies of the documentation required by this paragraph to
6 representatives of the Secretary of Labor upon their request;

7 4) On at least an annual basis, Defendant shall hire an independent third party
8 to conduct a pricing analysis of a representative sample of the different types of gar-
9 ments produced by Defendant to determine whether the fees Defendant pays to its con-
10 tractors for their work on Defendant's goods are sufficient in light of the wage require-
11 ments of the FLSA. Defendant shall maintain documentation of these analyses for a pe-
12 riod of three years and provide it to representatives of the Secretary of Labor upon their
13 request;

14 5) Within 30 days of the entry of this Judgment, Defendant shall hire an inde-
15 pendent third party to monitor its contractors to enforce the contractors' compliance with
16 the FLSA. The monitor shall not represent either the manufacturer or contractor in-
17 volved in this action in dealings with other parties or the Department of Labor. The
18 monitoring program shall include the following components:

19 a. Random and unannounced site visits to the contractor, at least on a quar-
20 terly annual basis;

21 b. Review of the contractor's timecards and payroll records on at least a
22 quarterly annual basis;

23 c. Private and confidential interviews of at least 20% of the current em-
24 ployees to determine the hours they work and the wages they are paid;

25 d. Disclosure to the contractor of any FLSA compliance issues revealed by
26 the monitoring and corrective action recommended to the contractor.

27 The monitor shall produce written reports of its findings which Defendant shall
28 maintain for a period of three years. Defendant shall supply copies of these reports to

representatives of the Secretary of Labor upon their request;

6) Defendant shall maintain for a period of three years copies of all cutting tickets issued to their contractors and supply copies of these records to representatives of the Secretary of Labor upon their request;

7) Defendant shall maintain records of all shipments made to retailers for at least three years from the date the shipment was made and supply copies of these records to representatives of the Secretary of Labor upon their request;

8) Defendant shall supply all of its sewing contractors with copies of the attached Exhibit 2, in English, Spanish and Korean, which summarizes terms of this Judgment and the employees' rights under the FLSA. The English and Spanish versions are attached. Defendant shall ensure that its contractors distribute a copy of Exhibit 2 to each of their current employees within 30 days of entry of this Judgment, in the employees' native languages, provide copies to all new hires, and post a copy at each of its contractor's establishments; and it is further

ORDERED that each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding, including but not limited to attorneys' fees, which may be available under the Equal Access to Justice Act, as amended; and, it is further

ORDERED that this Court retains jurisdiction of this action for purposes of enforcing compliance with the terms of this Consent Judgment.

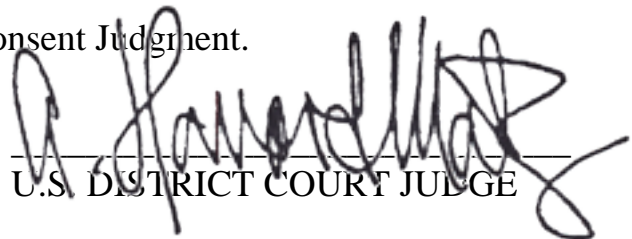
Dated: March 9, 2011

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For the Defendant:

The Defendant hereby appears, waives any defense herein, consents to the entry of this Judgment, and waives notice by the Clerk of Court:

//



U.S. DISTRICT COURT JUDGE

1 For: Vicmojess Enterprises, Inc.


2
3 By: 

1-31-11
Date

4
5 Its: Mike Lee

6
7 Attorneys for the Defendant

8 LAW OFFICES OF CHANHO C. JOO

9
10 
11 ~~HAYAN PARK~~ Chanh C. Joo

1/31/11
Date

12 Law Offices of Chanh C. Joo

13 3600 Wilshire Boulevard

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15 Los Angeles, CA 90010

16 Tel: (213) 383-3366

17 Fax: (213) 383-2469

18 For the Plaintiff:

19 M. PATRICIA SMITH

20 Solicitor of Labor

21 LAWRENCE BREWSTER

22 Regional Solicitor

23 DANIEL J. CHASEK

24 Associate Regional Solicitor

25 
26 SUSAN SELETSKY, Attorney

Feb 22, 2011
Date

27 Attorneys for the Plaintiff

28 U.S. Department of Labor

Exhibit 1

Last name	First name	Period from	Period to	Gross amount due
Cisneros	Bonifacio	03/25/2010	01/06/2011	\$2,699.99
Coyotl	Raul	09/02/2010	01/06/2011	\$572.34
Escobar	Evelyn	01/22/2009	01/06/2011	\$5,547.73
Franco	Yaneth	02/25/2010	01/06/2011	\$2,659.87
German	Rene	01/22/2009	01/06/2011	\$10,505.30
Gonzalez	Geovany	11/19/2009	01/06/2011	\$2,763.39
Gonzalez	Juan	02/25/2010	01/06/2011	\$2,551.22
Gherrera	Manuel	01/22/2009	01/06/2011	\$2685.01
Juarez	Asencion	01/22/2009	01/06/2011	\$3,961.85
Juarez	Gregorio	10/01/2009	12/23/2010	\$4,373.57
Lopez	Antonio	1/22/2009	01/06/2011	\$8,459.25
Lopez	Jose Alvarado	10/14/2010	01/06/2011	\$545.18
Lopez	Sergio	07/15/2010	01/06/2011	\$1,601.96
Montiel	Francisco	01/22/2009	01/06/2011	\$9,199.34
Morales	Ruben	01/22/2009	01/06/2011	\$2,866.42
Oxllaj	Maria	07/15/2010	01/06/2011	\$3,001.61
Ramos	Marvin	1/22/2009	01/06/2011	\$8,489.88
Rosales	Maria	1/22/2009	01/06/2011	\$6,627.14
Tecum	Nicolas	02/05/2009	01/06/2011	\$6,865.15
Vasquez	Juan	01/22/2009	01/06/2011	\$4,877.53
Vasquez	Salvadol	01/22/2009	01/06/2011	\$6,162.90
Wilmer	Mario Antonio	08/19/2010	12/23/2010	\$587.73

Exhibit 2**LEGAL NOTICE TO ALL EMPLOYEES**

The **Fair Labor Standards Act** provides that all employees must be paid **minimum wage** for all hours worked. In addition, employees must be paid **overtime**, at a rate of time and one half their regular rate, for the hours they work over 40 in a workweek. All employees, whether they are paid **hourly** or on a **piece rate** basis are entitled to overtime when they work over 40 hours.

To resolve a lawsuit brought by the **Department of Labor**, the **United States District Court** entered an Order forbidding Vicmojess Enterprises doing business as **Sole Mio**, a garment manufacturer, from shipping goods on which employees were not paid the minimum wage or overtime required by the **Fair Labor Standards Act**. All employees who work in this establishment can help **Sole Mio** not to violate the Court's Order. **If you think you are not being paid in accordance with the law, call Sole Mio at (213) 765-8084.** Or, you can call the U.S. Department of Labor, Wage and Hour Division, at (213) 894-6375 and your name will be kept confidential.

Exhibit 2**NOTICIA LEGAL A TODOS LOS EMPLEADOS**

La Ley de Normas Razonables de Trabajo determinan que se les debe de pagar a todos los empleados el sueldo mínimo por todas las horas que ellos trabajen. A la vez, también estipula que todo empleado que trabaje sobre tiempo, más de 40 horas en una semana laboral, se les deberá pagar a tiempo y medio de lo que ganen por cada hora de sobre tiempo trabajada. Todos los empleados, independientemente de que se les pague por hora o por pieza, tienen derecho a que se les pague el sobre tiempo cuando trabajan más de 40 horas en una semana laboral.

Para resolver una demanda laboral iniciada por el Departamento Del Trabajo, la corte del Distrito de los Estados Unidos expidió una orden que prohíbe a Vicomejess Enterprises dba **Sole Mio**, una fábrica de ropa, de enviar la producción a sus distribuidores si en la fabricación de dichos productos no se les pago a los empleados el sueldo mínimo o el sobre tiempo requerido por la Ley de Norma Razonables de Trabajo. Todos los empleados que trabajan en éste establecimiento pueden ayudar a **Sole Mio**, a no violar la orden de la Corte. Si usted piensa que no se le pago de acuerdo a lo que la ley indica, por favor llame a **Sole Mio**, al número (213) 765-8084, o usted también puede llamar directamente al Departamento del Trabajo de los Estados Unidos, Division de Horas y Salarios, al (213) 894-6375. Su llamada será confidencial.